

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
1. Name of conveying party(ies): Dennis S. Rushforth			2. Name and address of receiving party(ies): Name: <u>Mission Pharmacal Co.</u> Internal Address: _____ Street Address: _____  10999 IH-10 West Suite 1000  City: <u>San Antonio</u> State: <u>TX</u> Zip: <u>78230</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: <u>June 22, 2004</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>10/797,321</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Patent No.(s): _____		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gino Catena</u> <u>FULBRIGHT &amp; JAWORSKI L.L.P.</u> Internal Address: <u>Atty. Dkt.: HO-P02655US0</u> Street Address: _____ <u>1301 McKinney, Suite 5100</u>  City: <u>Houston</u> State: <u>TX</u> Zip: <u>77010-3095</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>06-2375</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  <u>Gino Catena</u> <u><i>Gino Catena</i></u> <u>July 9, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>7</u>					

Recordation Form Cover Sheet	
I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 672-9306, on the date shown below.	
Dated: July 9, 2004	Signature: <u><i>Pamela S. Tincha</i></u> (Pamela S. Tincha)

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<b>Assignment</b>	
I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 872-9306, on the date shown below.	
Dated: July <u>9</u> , 2004	Signature: <u>Pamela Lincho</u> (Pamela Lincho)

### ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made by Dennis S. Rushforth (hereinafter referred to as Assignor), residing at 6018 Merrimac Cove, San Antonio, Texas 78249;

**WHEREAS**, Assignor has invented certain new and useful improvements in **DIETARY SUPPLEMENTATION WITH STOICHIOMETRICALLY SPECIFIC POTASSIUM MAGNESIUM CITRATE**, set forth in a Patent application for Letters Patent of the United States, already filed on March 8, 2004 as U.S. Application No. 10/797,321; and

**WHEREAS**, Mission Pharmacal Co., a organized under and pursuant to the laws of Texas having its principal place of business at 10999 IH-10 West, Suite 1000, San Antonio, Texas 78230 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal

representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 26271

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 22 June 2004

Signature:

  
Dennis S. Rushforth

PTO/SB/97 (12-97)

Approved for use through 9/30/00. OMB 0651-0031

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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Pamela S. Tinha  
Typed or printed name of person signing Certificate

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- (1) Fee Transmittal (charge \$40.00 to deposit account 06-2375) (1 page)
- (2) Recordation Form Cover Sheet (1 page)
- (3) Assignment (3 pages)
- (4) Certificate of Transmission under 37 CFR 1.8 (1 page)